

COLLECTIVE BARGAINING AGREEMENT

By and Between

The City of Yakima

And

International Association of Firefighters Local #469
Yakima Battalion Chiefs

Effective:

January 1, 2011 through December 31, 2011

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COLLECTIVE BARGAINING AGREEMENT (CBA)

By and Between

THE CITY OF YAKIMA, WASHINGTON

And

LOCAL 469,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

GENERAL PROVISIONS

ARTICLE 1 – UNION RECOGNITION AND BARGAINING UNIT

This CBA acknowledges and confirms the agreement by and between the City of Yakima and the Battalion Chiefs of Yakima Firefighters Local #469 regarding compensation and specific employment matters for the Battalion Chiefs.

The parties agree to the following points having been addressed and clarified regarding issues, which may or may not be addressed in the Management Compensation Plan or supplement said Plan.

Except as provided for herein, the Battalion Chiefs shall be a part of but not limited to the Management Compensation Plan adopted in Ordinance No. 94-83 effective April 16, 1995.

ARTICLE 2 – WAGES

Effective 1/1/10: Zero percent (0%) wage adjustment.

ARTICLE 3 – HEALTH CARE INSURANCE

The City shall maintain current Health Insurance Premiums as outlined in Management Compensation Plan.

Medical, Vision and Dental Care Coverage:

- (a) Covered bargaining unit employees, retirees and their dependents shall participate in the “City of Yakima Employees’ Health & Welfare Benefit

Plans". Eligibility rules, types and or levels of benefits, payment of premiums through a cafeteria plan, co-payment, coinsurance and deductibility requirements and all other terms and conditions for the provision of these health benefits shall be governed by the "City of Yakima Employees' Welfare Benefit Program".

Health and Dental Care Premium Contributions:

- (a) Dental Care Premium Contributions. The City shall pay the premium for employee and dependent dental care coverage.
- (b) Employee contributions under this Article will be accomplished through normal payroll deductions.

Retiree Coverage: The City of Yakima Employees' Health and Welfare Benefit Plan shall provide retirees and dependents of retirees the right to remain in the group plan, except in the case cited below.

- (a) Retirees may elect to remain in the group medical plan until they reach age 65, upon payment of the required premium.
- (b) Spouses of retirees may remain in the group medical plan until they reach age 65 or in the case of spouses of deceased retirees, until they reach age 65 or remarry, whichever occurs first.
- (c) Other dependents of retirees may remain in the group health care plan as long as they remain eligible under the provisions of the plan or when coverage for the retiree and spouse, or, the spouse of deceased retiree terminates, at which time such dependent insurance coverage would cease regardless of the age of the dependents.
- (d) Retirees, or spouses of deceased retirees, shall pay the premium and other shared dependent coverage costs (including dependents if enrolled), which shall be based on the same formula as active employees and dependents within the bargaining unit. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

ARTICLE 4 – MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

The City will allow members of this bargaining unit, who are eligible, to continue to make contributions into and participate in the Washington Sate Council of Fire Fighters Employee Benefit Trust (the "Trust Agreement") and the Premium Reimbursement Plan of the Washington Sate Council of Fire Fighters Employee Benefit Trust (the "plan") at their own expense.

All employees who have participated in the Medical Expense Reimbursement Plan (MERP) for not less than one month prior to being promoted into this bargaining unit may continue to be plan participants. Internal Revenue Service (IRS) codes require all eligible employees participate and there is no individual election to continue contributions. Excess sick leave conversion rights are to the Medical Savings Account/Voluntary Employees Beneficiary Association (MSA/VEBA) Plan for management employees.

The Union and the Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, law suits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and Employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the Trust Fund. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.

ARTICLE 5 – SPEICAL PAY

Bi-lingual Pay: A Spanish bilingual oral skills premium pay is established at \$75.00 per month subject to the employee achieving a passing score on the bilingual skills examination conducted under the Fire Civil Services Rules and Regulations and administered by the Civil Service Chief Examiner. The Fire Chief may waive this testing requirement if the employee can demonstrate to the satisfaction of the Fire Chief, through documentation or otherwise (i.e. court interpreter certification from the State of Washington) that the employee has sufficient bilingual skills in the Spanish language to benefit the Department.

ARTICLE 6 – WORKWEEK

The workweek for “Shift” Battalion Chiefs shall be 50.46 hours.

ARTICLE 7 – LONGEVITY PAY

Longevity shall reflect the current Longevity pay scale as outlined in the Management Compensation Plan, City of Yakima Municipal Code, Chapter 2.24, Longevity Plan 2.24.010(B).

<u>Years of Service</u>	<u>Percent of Base Pay</u>
5	2.5
10	4.0
15	5.5
20	7.0
24	10.0

ARTICLE 8 – DEFERRED COMPENSATION

The City shall maintain current deferred compensation as outlined in Management Compensation Plan.

Said deferred compensation is separate pay and is not part of the base monthly salary schedule codified in Yakima Municipal Code Pay and Compensation Ordinance, subsection 2.20.110. This provision is subject to the City’s deferred compensation rules and regulations adopted by the City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law.

ARTICLE 9 – PROMOTIONAL STANDARDS

In order to test for the position of Battalion Chief, candidates will have three years experience as an engine company officer in the rank of Captain or 5 years as Lieutenant in the Yakima Fire Department. The candidate will have also successfully completed the Battalion Chief Task Book issued by the Yakima Fire Department.

ARTICLE 10 – VACATION LEAVE

Battalion Chiefs assigned to Operations will be awarded vacation time in the following manner.

Service in Years	Accrual Hrs/Mo.	Accrual Hrs/Yr.	Maximum Accrued
0-5	12	144	300
5-10	14	168	348
10-15	16	192	396
15-20	18	216	444
20+	20	240	492

ARTICLE 11 – HOLIDAY TIME

At the first of each year, Battalion Chiefs will receive a credit of 120 hours to their holiday leave account. New employees hired after that date will receive holiday credits at the rate of 10 hours per month for all months remaining in the calendar year. New employees must be scheduled to work for more than one-half (1/2) of the month’s shifts in order to receive holiday credit for the month in which they were hired.

Employees transferring from days to shifts will receive holiday credits at the rate of ten (10) holiday hours per month for the calendar months remaining in the year. Employees transferring from shifts to days will have ten (10) hours per month for each calendar month remaining in the year deducted from their 120 hours of holiday credits which shall not be reduced to less than zero credits. The employee’s schedule which encompasses more than one-half (1/2) of a month shall determine whether or not credits are added or reduced for that month.

Holiday time must be used in the calendar year in which it was credited and may not carry-over into successive calendar years. Unused holiday time will be paid at 100% of the base wage as of December 31 of each year up to a maximum of ninety-six (96) hours per employee.

An employee who uses up their 120 hours of holidays and leaves the Department before December 31 shall have 10 hours removed from their earned leave account for each month remaining in the year that the employee has not worked at least one (1) shift.

ARTICLE 12 – KELLY TIME

Battalion Chiefs working the 48/96 schedule shall receive twelve (12) 24 hour shifts per year as Kelly Days pro-rated over the course of the year.

ARTICLE 13 – MEDICAL EXAMS

Complete medical physical exams will be provided at the City's expense at the age of 40 and every two years thereafter. After the age of 50 annual medical exams will be provided at the City's expense on the recommendation of a physician otherwise they will be provided every two years. The City shall send notification at least 60 days prior to his/her birthday that examination is due. The employee shall sign a letter stating whether he/she wishes to have the examination.

ARTICLE 14 – OVERTIME PAY

Battalion Chief overtime pay shall be paid at a rate of one and one half times (1½) the straight-time hourly rate for each hour that is worked outside the normal weekly work schedule to provide coverage of the Shift Commander position in the absence of the regularly scheduled shift Battalion Chief.

ARTICLE 15 – EMERGENCY CALLBACK

Pay for emergency call back shall be computed at the rate of 1½ times the normal rate based on a 40 hour workweek. State Mobilization time will be computed at the rate of 1½ times the normal rate based on a 50.46 hour workweek.

ARTICLE 16 – OVERTIME HIRING

In the event of a vacancy created by the shift Battalion Chief due to the use of Kelly days, vacation time, holiday time, union leave, administrative leave or sick/disability leave and Department manpower meets the minimum levels to fill all required positions, a qualified Captain from that shift will be allowed to fill the position. The roster will be set by 2100 hours of the shift before the affected shift. If no qualified Captains are available on the shift, the Battalion Chiefs will be offered the overtime. If the Battalion Chiefs decline and Department manpower does not meet the minimum levels to fill all required

positions and there is a qualified Captain available on that shift, then that Captain will be assigned Acting Battalion Chief and an off duty Captain will be hired to backfill.

ARTICLE 17 – VACATION AND SICK LEAVE CASH OUT

Except as provided above regarding holiday accrual, and only for the purpose of cash outs of earned leave time (vacation) and/or sick leave time, at the time of retirement or termination of service to the Department, Battalion Chiefs shall receive compensation at an hourly rate based on their applicable monthly salary divided by 173.33 hours. Total cash out shall comply with limits set forth in the City of Yakima Management Compensation Plan.

ARTICLE 18 – UNION BUSINESS LEAVE

Members of the Battalion Chief bargaining unit shall be granted up to a total of seventy-two (72) hours of leave time to attend to Union business such as negotiations, labor seminars, and conventions in accordance with all applicable laws and ordinances of the State of Washington.

ARTICLE 19 – NATIONAL FIRE ACADEMY

The City agrees to allow Battalion Chiefs to attend classes at the National Fire Academy for the Executive Fire Officer program and/or other classes that may be valuable in performing the duties of Battalion Chief/Incident Commander. The Fire Chief may limit participation due to unforeseen circumstances adversely affecting shift manning.

ARTICLE 20 – STATE MOBILIZATION

The City agrees to allow Battalion Chiefs to participate in mobilizations as part of state or national Incident Management teams that may be needed to assist in state or national emergencies. The Fire Chief may limit participation due to unforeseen circumstances affecting the Department.

ARTICLE 21 – COMMUNICATIONS PROGRAM

The Battalion Chiefs shall be included in the Fire Department communications program. The Fire Department and the Battalion Chiefs agree to create the best communications system possible within the City's economic resources available for Command Staff.

ARTICLE 22 – JOB SECURITY

In the event any permanently appointed person employed in a classification above entry level is laid off, that person shall have the right to voluntarily reduce in rank to the next lower classification previously held within the department regardless of whether a vacancy exists within that classification. Any person, other than persons serving temporary appointments in higher classifications, choosing voluntary reduction in rank

under this section shall be regarded as the most senior person in that classification to which they are reduced for the purpose of any further layoffs. Temporary appointees electing voluntary reduction in rank shall assume the seniority in the previously held classification. The least senior permanently appointed person within any classification shall be laid off in the event all the positions with the classification are filled and a voluntary reduction in rank from a higher classification occurs. Likewise, if a person is laid off as a result of a voluntary reduction in rank they may voluntarily reduce in rank to the next lower classification previously held.

All persons except temporary appointees who choose to voluntarily reduce in rank under the terms of this agreement shall be placed on a reinstatement register for each classification from which they were reduced.

The orders of reductions in rank shall follow the seniority rules laid out in Civil Service Rule XX in the General Rules and Regulations of the Civil Service Commission for Fire Management Employees of the City of Yakima.

ARTICLE 23 – DISABILITY INSURANCE

The City agrees to provide the Battalion Chiefs disability insurance as outline in the Management benefits program. The City also agrees to allow the Battalion Chiefs to purchase private disability insurance at their own cost.

The City will allow the union to execute a disability life insurance policy with Standard Insurance Company that provides both short-term and long-term disability life insurance for its members. Upon execution of such a policy a covered employee is generally provided with up to fifty percent (50%) of his/her base pay in the event that the person incurs an off-duty injury, illness and/or disability and is unable to work. In order to qualify for said benefits under the policy for a particular month, the employee can receive a minimum of fifty percent (50%) of his/her base pay from the City through the utilization of accrued sick leave, compensatory time and annual leave in a month and must be in leave without pay status for the remainder of the month

- (a) In the event that an insured employee covered by the Local 469 Standard Insurance Company Disability Plan applies for and receives benefits from said plan the City shall permit the employee to receive a minimum of fifty percent (50%) of his/her base pay from the City through the utilization of accrued sick leave, compensatory time and annually leave in a month and allow them to be in a leave without pay status for up to fifty percent (50%) of their scheduled hours for the affected pay period.
- (b) Base pay for the purpose of receiving Standard Insurance Company benefits shall be the base pay per Master Ordinance plus the Deferred Compensation contribution.

- (c) It shall be the responsibility of the employee to inform the fire department timekeeper on or before the date in which he or she **starts** the leave without pay status. It shall be the responsibility of the employee to inform the fire department timekeeper on or before the date which he or she **ends** the leave without pay status.
- (d) If the insured employee's scheduled hours spent for a pay period is anticipated to be lower than the minimum number of hours required by the Washington State Department of Retirements (DRS) for receipt of full service credit for that month, then the employee may use a sufficient number of hours of his/her accrued leave for that pay period to satisfy the minimum numbers required by DRS to receive full service credit for that month.
- (e) It shall be the employee's responsibility to reconcile his/her monthly pay from the City with payments from the disability insurance carrier (Standard Insurance) to ensure that he/she does not violate and /or breach any of the terms and conditions of the disability insurance policy, including but not limited to the 100% payout ceiling. Local 469 recognizes that the City does not have any liability with or to the disability insurance carrier or Local 469 whatsoever with regard to insurance disputes between the carrier and employees represented by Local 469, including by not limited to the reconciliation of pay and the 100% payout ceiling. Further, Local 469 agrees to indemnify, defend and hold harmless the City of Yakima, its officers, elected officials, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards. Costs and expenses (including attorneys' fees and disbursements) caused by or occurring as a result of any dispute between an employee represented by Local 469 and the disability insurance carrier.
- (f) Both Local 469 and the City have participated in the drafting of this language and as such, it is agreed by the parties that the general contract rule of law that ambiguities in the contract language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this section of the contract and its terms and conditions are being interpreted and/or enforced.

ARTICLE 24 – DRUG TESTING POLICY

The Battalion Chiefs shall participate in the Department Drug Testing Policy as it applies to all LEOFF management personnel.

ARTICLE 25 – DISCIPLINE POLICY

The Disciplinary Policy is incorporated into this Agreement and is attached hereto as Appendix A. In accordance with relevant PERC decisions and by agreement of the Parties should a conflict occur between the provisions of collectively bargained Appendix A and the provisions of Rule XIX - Disciplinary Actions, contained in the General Rules and Regulations of the Civil Service Commission For Fire Management Employees of the City of Yakima then such conflict shall be resolved in favor of the provisions in Appendix A which shall supersede. Where there is no conflict between Appendix A and Rule XIX the provisions of each shall equally apply to employee discipline.

ARTICLE 26 – TERM OF AGREEMENT

This agreement shall remain in effect from January 1, 2011 to December 31, 2011. By mutual consent of the parties to the agreement, any part or the entire agreement may be opened for cause during the term of the memorandum.

The Addendum to LEOFF CBA signed January 7, 2011, that reflects concessions between the IAFF Local #469 and the City of Yakima, will be remain in effect until 11:59 pm on December 31, 2011 at which time the addendum in its entirety will be null and void and purged from the CBA.

Agreed to this 30th day of July, 2011

City of Yakima

IAFF LOCAL #469

Jeff Corder - acting CM
Michael A. Morales, Interim City Manager

[Signature]
Jeremy Rodriguez, President

[Signature]
Dave Willson, Fire Chief

[Signature]
Abel Castilleja, Representative

ATTEST:

By: Deborah Kloster
Deborah Kloster
City Clerk



City Contract No. R-2011-69
Resolution No. R-2011-126

APPENDIX A

Yakima Fire Department DISCIPLINARY POLICY

Purpose: To increase professionalism, improve morale, improve manager/employee relations, foster long-term positive change, and deter future performance deficiencies.

The City of Yakima Fire Department and Yakima Public Safety Communications Center hereby adopts the following disciplinary guidelines, relating to the administration a process of corrective disciplinary actions.

This policy is in addition to any applicable policies, SOPs, and guidelines regarding disciplinary action applicable to bargaining unit members, including the Fire Civil Service Rules and Regulations.

Procedure

A. Progressive Discipline

The process of progressive discipline is intended to assist the employee in overcoming performance problems and to meet job expectations. Progressive discipline is most successful when it assists an individual in becoming an effective and productive member of the organization.

Failing that, progressive discipline enables the organization to address misconduct or sub-standard performance of employees who demonstrate an unwillingness or inability to improve.

Generally, there are four main types of corrective disciplinary action; oral reprimand, written reprimand, suspension, and discharge. Demotions, deductions of pay within the pay range, and other forms of discipline may also be used depending on the circumstances. The four main types of corrective discipline are defined as follows:

1. **Oral Reprimand** – Any instance in which an employee is issued an oral reprimand for an infraction or performance deficiency by any supervisor.

An oral reprimand shall include all of the following:

- A meeting with the employee and his/her immediate supervisor.
- The employee informed that this is an oral reprimand
- Oral reprimands will be memorialized by memo to include the date and time of the infraction, the department policy, SOP or guideline that has been violated,

an action plan to correct the behavior and action necessary to avoid further discipline.

- A memo documenting receipt of the oral discipline shall be signed by the individual and the immediate supervisor. This memo is to be filed with his or her immediate supervisor and a copy is to be provided to the employee. Memo is not placed in employee's personnel file.
2. **Written Reprimand** – Any instance in which an employee is formally issued a written reprimand document for an infraction or performance deficiency by any supervisor.

Written reprimand shall include all of the following:

- A meeting with employee, immediate supervisor,
 - The employee informed that this is a formal written reprimand.
 - Written reprimands will be memorialized by a letter which shall document date and time of the infraction, the department policy, SOP, or guideline that has been violated, the previous related discipline, an action plan to correct the behavior and action necessary to avoid further discipline.
 - A copy shall be maintained in employee's personnel file and given to the employee.
3. **Suspension** – Any instance in which any employee is released from duty without pay from city service.

If subsequent to a satisfactory investigation, suspension of an employee is the contemplated level of discipline the process shall include all of the following:

- Provide the employee with a pre-disciplinary letter that schedules the "Loudermill" meeting with the employee.
- The pre-disciplinary letter shall inform the employee of the alleged policy, SOP or guideline violation, including time and date. Also include any previous related discipline, violations and the anticipated level of discipline
- A discipline letter will be issued informing the employee of the length of the suspension, containing an action plan designed to correct the behavior. The letter will also contain action necessary to avoid further discipline and detail the employee's return to work.
- The original disciplinary letter will be provided to the employee and a copy of the pre-disciplinary and disciplinary letters will be maintained in the employee's personnel file.

4. **Discharge** – Any instance in which an employee is involuntarily terminated from city service.

If subsequent to a thorough investigation, discharge of an employee is the contemplated level of discipline the process shall include all of the following:

- Provide the employee with a pre-disciplinary letter that schedules the

- “Loudermill” meeting with the employee.
- The pre-disciplinary letter shall inform the employee of the alleged policy, SOP or guideline violation, including time and date. Include previous related discipline and violations and anticipated level of discipline.
 - A discipline letter will be issued that informs the employee of the effective date of the discharge and appeal process.
 - The employee will be given the original disciplinary letter and a written copy of the pre-disciplinary and disciplinary letters will be maintained in the employee’s personnel file.

B. Progressive Disciplinary Process

When a sub-standard performance persists despite informal counseling, coaching or remedial training, an increase in the level of disciplinary action will be initiated and directed toward correcting the behavior. Continuing offenses, which alone may justify nothing more severe than a written reprimand, may be cause for more serious discipline up to and including discharge should the employee not make the corrections required. The Progressive Disciplinary process will utilize only the level of discipline and corrective action necessary to achieve the improved performance and deter future rule violations.

All oral reprimands shall be placed on file in the Deputy Chief or Communications Supervisors office. Oral reprimands are not to be placed into the employee’s personnel file and shall be removed from the Deputy Chief or Communications Supervisors file upon request of the employee after two years.

Written and suspension documentation shall be placed in the employee’s personnel file. Time begins the day the documents are filed into the employee’s personnel file. The documentation shall be removed upon request of the employee after two years.

Consistent with the Fire Civil Service Rules and Regulations, an employee disciplined under this policy may file with the Civil Service Commission a written request for a hearing, within 15 days from the time of receipt of written notice of such discipline, whereupon, consistent with the Rules, the Commission shall conduct such hearing. Failure to file such written request within the time specified shall be deemed a waiver of any right of review.

C. Definitions of levels of infraction:

Minor Infraction – Any violation that does not compromise safety, efficiency, or the ability to properly respond to or process an emergency call. Violations of this type may rise to the level of an oral or written reprimand. Multiple violations may rise to the level of termination.

Examples but not limited to:

- Tardiness
- Inefficiency or inattention to duties
- Failure to maintain satisfactory and harmonious working relationships
(depending on the extent, this may be considered a more serious infraction).

More Serious Infraction – Any violation that compromises the integrity of the department or the city or which the consequences cause only minor disruption of work. Violations of this type may rise to the level of a reduction in pay, suspension or demotion. Multiple violations may rise to the level of termination.

Examples but not limited to:

- Careless, negligent or improper use of City property
- Releasing confidential information without proper authority
- Unauthorized absence or improper use of any type of leave
- Public defamation of character or the organization

Intolerable Infraction – Any action that endangers the safety, health, or well-being of another person. The act is of sufficient magnitude that the consequences cause disruption of work or gross discredit to the Department or City of Yakima. Violations of this type may rise to the level of immediate termination.

Examples but not limited to:

- Fighting with the intent to do bodily harm
- Insubordination, open and willfully defying of an order
- Consumption or distribution of alcohol or illegal drugs on duty
- Falsification, fraud, or willful omission of information related to the job
- Endangering of coworkers and/or civilians due to reckless behavior
- Pattern of performance deficiencies

D. Probationary Employees

These guidelines are designed to promote corrective discipline and do not apply to probationary employees.

E. Training

In order to assist supervisors in enforcing this policy and applying discipline uniformly, labor and management will cooperatively present training to all supervisors.